

Tab B –

**Affidavit of Michael Burdick and
Affidavit Exhibit**

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**ADMIIN INC., d/b/a PARO, INC.,
a Delaware Corporation,**

Plaintiff,

v.

**LUKE KOHAN, an individual,
and FIRMKEY SOLUTIONS, LLC, a
Minnesota limited liability company,**

Defendants.

Case No. 1:23-cv-04430

Judge Franklin U. Valderrama

Magistrate Judge M. David Weisman

**DECLARATION OF MICHAEL BURDICK IN FURTHER
SUPPORT OF PLAINTIFF’S RULE 65 MOTION FOR PRELIMINARY INJUNCTION**

I, Michael Burdick, declare:

1. I am Chief Strategy Officer, Interim Chief Financial Officer and a Co-Founder of Admiin Inc., d/b/a Paro, Inc. (“Paro”). My responsibilities include, among others, helping to create Paro’s company vision, providing guidance on the execution of the business initiatives and sustaining implementation efforts.

2. I submit this declaration in further support of Paro’s Rule 65 Motion for Preliminary Injunction. I make the statements herein based upon my own personal knowledge. If called to testify, I would competently attest to the matters set forth in this declaration. I certify under oath that the statements in this declaration are true to the best of my knowledge, information, and belief.

3. Paro provides various finance and accounting solutions to businesses of all sizes. Through its proprietary AI-powered platform, Paro matches clients with the best-fit expert, who can have their own business, and provides a range of financial services to clients, from basic

bookkeeping and accounting to highly specialized corporate development and strategic advisory service. Paro also provides non-staff augmentation services by matching clients in need of CFO-related, accounting, bookkeeping and other finance-related services with qualified experts.

4. Specifically, as detailed on Paro's website (<https://paro.ai/business-solutions/>), the services that Paro offers through its network of experts include Accounting & Bookkeeping (including Software & ERP Implementation and Financial Controller Leadership), Business Systems & Process, Strategic Advisory (including CFO Strategy Services & Transaction Advisory), Financial Planning & Analysis, Audit & Assurance and Tax Services.

5. Defendant FirmKey Solutions, LLC ("FirmKey"), is a direct competitor of Paro as it offers the same finance-related matchmaking services of clients and experts as Paro. In addition to FirmKey, Paro's competitors include, without limitation, Upwork Global Inc., TopTal, LLC, and Makosi Audit and Tax Services, LLC. Paro does not consider TaskRabbit Inc. to be a competitor because, to my knowledge, TaskRabbit does not offer matchmaking services in the financial services space.

6. On October 2, 2020, I sent Defendant Luke Kohan an offer letter for the position of Senior Account Executive on behalf of Paro. Paro's offer letter to Kohan included, among other terms, reference to Paro's "non-compete and confidentiality agreement." A true and correct copy of Kohan's offer letter is attached hereto as Exhibit 1.

Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury, that the following is true and correct.


Michael Burdick

Dated: 9/29/2023

EXHIBIT 1



October 2, 2020

Luke Kohan

Dear Luke,

It is my great pleasure to offer you the position of Senior Account Executive with Paro, Inc., reporting to Jon Repka (until a new sales manager is hired) commencing on October 19, 2020. In this position, you will work remotely.

Base Salary: We are pleased to offer you an Annual Salary of \$75,000 paid in bi-monthly installments in ordinance with the company's regular payroll practices. Your position is classified as salaried, exempt for purposes of federal wage and hour law, which means that you will not be eligible for overtime time pay for hours actually worked in excess of 40 in a given workweek. Your expected work schedule will be communicated by management.

Commission: Your commissions will be determined by the qualifying Bookings that you generate each month (paid as a monthly 'SOW launch' bonus) as well as the net margin invoiced to your book of business (paid as quarterly 'residual' remittances). This commission plan is subject to change at any time.

Equity: You will also receive 5,000 options of Paro, Inc., vesting according to the following schedule over 4 years: 25% after 1 year of employment and then 25% per year, which will vest monthly. These options are subject to approval by the Board of Directors.

Benefits: You will be eligible for our full benefits package, including health, dental, vision, short and long-term disability, life, HSA, FSA, 401k, and pre-tax transit benefits. If you choose to enroll in benefits, they will commence on the first of the month following your hire date. Additional information about each of these benefits will be provided to you.

Please bring the appropriate documentation with you on your first day of employment for the completion of your new hire on-boarding:

- Acceptable and actual unexpired I-9 Documents to show proof that you are presently eligible to work in the United States for I-9 purposes. <https://www.uscis.gov/i-9>

Please be aware that this offer should not be construed as any form of employment contract. If you accept our offer of employment, you will become an employee "at will," which means that the terms of employment may be changed at any time and that you or Paro, Inc. may terminate the employment relationship and corresponding compensation at any time with or without cause and with or without notice. In addition, Paro has the right to modify terms of compensation, commission and company benefits at its discretion.

If the terms of your prospective employment with Paro, Inc. are acceptable to you, please sign and return this letter, non-compete and confidentiality agreement.

We look forward to your contributions to our team and are excited to have you join us,



Michael Burdick
CEO & Co-Founder, Paro, Inc.

Acceptance of Job Offer

By signing and dating this letter below, I Luke Kohan accept this job offer of Senior Account Executive at Paro, Inc.

Signature: *Luke Kohan*
10 / 05 / 2020
Date: _____



Audit Trail

TITLE	Luke Kohan- Paro Offer Letter
FILE NAME	Luke Kohan_10.19.2020.docx
DOCUMENT ID	95be57fe51596bebf1df59e75cee5cde3fe94950
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

10 / 05 / 2020

20:40:42 UTC

Sent for signature to Luke Kohan (lukekohan5@gmail.com) from
michael.d.burdick@gmail.com
IP: 104.148.205.207



VIEWED

10 / 05 / 2020

20:47:13 UTC

Viewed by Luke Kohan (lukekohan5@gmail.com)
IP: 209.122.224.104



SIGNED

10 / 05 / 2020

20:47:58 UTC

Signed by Luke Kohan (lukekohan5@gmail.com)
IP: 209.122.224.104



COMPLETED

10 / 05 / 2020

20:47:58 UTC

The document has been completed.